

<b>SOLICITATION, OFFER, AND AWARD</b> <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO.	2. TYPE OF SOLICITATION	3. DATE ISSUED	PAGE OF PAGES
	DTFAWN-12-R-00150	FP CONSTRUCTION	8.02.12	1 of 43

**IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.**

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO. NM-12-01997	6. PROJECT NO.
7. ISSUED BY <b>DOT/FEDERAL AVIATION ADMINISTRATION WESTERN ACQUISITIONS AAQ-530 1601 LIND AVE SW RENTON, WA 98057</b>		8. ADDRESS OFFER TO <b>FEDERAL AVIATION ADMINISTRATION DALE BROWN, AAQ-530 1601 LIND AVE SW RENTON, WA 98057</b>
9. FOR INFORMATION CALL: ➡	A. NAME DALE BROWN	B. TELEPHONE NO. <i>(Include area code) (NO COLLECT CALLS)</i> 425-227-2235

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS *(Title, Identifying no., date)*:

DTFAWN-12-R-00150: Request for Offers and Attachments for Installation of an ILS to serve runway 27R at the Oakland International Airport (OAK) in Oakland, California. (See Volume II Specifications Section 01010, Summary of Work, Part 1 General, Paragraph 1.1 Scope of Work)

Please NOTE: This Project is anticipated to run under tight Time Constraints. See PART I; Section H; Paragraph H005 Time Constraints (p.11)

11. The Contractor shall begin performance within <u>5</u> calendar days and complete it within <u>28</u> calendar days after receiving <input type="checkbox"/> award, <input checked="" type="checkbox"/> notice to proceed. This performance period is <input checked="" type="checkbox"/> mandatory, <input type="checkbox"/> negotiable. Notice to Proceed anticipated within 14 days of Award.	
12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? <i>(If "YES," indicate within how many calendar days after award in Item 12B.)</i> <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	12B. CALENDAR DAYS  7

13. ADDITIONAL SOLICITATION REQUIREMENTS:

- A. Sealed offers in original and 1 copies to perform the work required are due at the place specified in Item 8 by 2:00 PM *(hour)* local time 8.24.2012 *(date)*: Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.
- B. An offer guarantee ☐ is, ☒ is not required.
- C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.

**OFFER (Must be fully completed by offeror)**

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)		15. TELEPHONE NO. (Include area code)
		16. REMITTANCE ADDRESS (Include only if different than Item 14)
CODE	FACILITY CODE	

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within \_\_\_\_\_ calendar days after the date offers are due. (Offerors providing less than the calendar days indicated here for Government acceptance after the date offers are due will not be considered and offer will be rejected.)

AMOUNTS ➡ Materials \$ \_\_\_\_\_ Labor \$ \_\_\_\_\_ Total \$ \_\_\_\_\_

18. The offeror agrees to furnish any required performance and payment bonds.

**19. ACKNOWLEDGEMENT OF AMENDMENTS**

(The offeror acknowledges receipt of amendments to the solicitation - give number and date of each.)

AMENDMENT NO.										
DATE										

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN (Type or print)	20B. SIGNATURE	20C. OFFER DATE

**AWARD (To be completed by Government)**

21. ITEMS ACCEPTED:

22. AMOUNT	23. ACCOUNTING AND APPROPRIATION DATA
24. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) ➡	25. RESERVED.
26. ADMINISTERED BY	27. PAYMENT WILL BE MADE BY

**CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE**

☐ 28. NEGOTIATED AGREEMENT Contractor is required to sign this document and return \_\_\_\_\_ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all work requirements identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications incorporated by reference in or attached to this contract.

☐ 29. AWARD (Contractor is not required to sign this document.) Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consist of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.

30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or print)	31A. NAME OF CONTRACTING OFFICER (Type or print)
	<b>ALEXANDER SEGUIN</b>
30B. SIGNATURE	30C. DATE
31B. UNITED STATES OF AMERICA BY	31C. AWARD DATE

**PART I - SECTION B**  
**SUPPLIES/SERVICES & PRICE/COST**

**B001. PRICES/COSTS:** Furnish all labor, materials, equipment, transportation, insurance, notifications, licenses, permits, fees and supervision necessary for the **Installation of an ILS Localizer to serve Runway 27R at Oakland International Airport (OAK) in Oakland, California.** Contractor is to install all work associated with the Localizer. The Glide Slope is an equipment change out only and will be installed by FAA installers. Contractor to install everything associated with the Localizer, FAA installers will install new Localizer antenna (approximately 3 weeks). After antenna is installed, contractor is to complete demolition of existing Localizer and complete final power cut over to new antenna, in accordance with the specifications, drawings, contract clauses, and wage rates.

<u>Contract Line Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Total</u>
001	ILS Localizer installation to serve Runway 27R at the Oakland International Airport (OAK) in Oakland, CA	1 JOB	\$ _____

**OFFERS SHALL INCLUDE ALL APPLICABLE STATE AND LOCAL TAXES. IN ADDITION, DAVIS BACON WAGE RATES APPLY.**

All Contract Line Items shall encompass all costs related to (a) direct and indirect labor, fringe benefits, overhead, G&A expenses, profit, material, equipment, other direct costs, insurance, freight, handling, transportation, inspection, testing, operation and maintenance manuals, bonds, etc., (b) federal, state, and local taxes, (c) all applicable fees permits, licenses, and (d) any miscellaneous charges.

An offeror is required to provide a price for each contract line item (CLIN). Failure to comply may result in the rejection of the subject offer. A single award shall be made. There shall be no split award. In the event that the CLIN price for any line item is materially unbalanced, the entire offer may be rejected without discussion with the offeror.

In the event of any disparity between the CLIN price and the total offered price, the CLIN price shall be deemed correct, and the total offered amount shall be revised accordingly, unless available information indicates otherwise.

*Effective April 1, 1996, the Federal Aviation Administration (FAA) began operating under the new FAA Acquisition Management System. The 1996 DOT Appropriation Act, Public Law 104-50, mandated that the FAA rewrite its acquisition regulations and granted legislative relief from certain laws. The Federal Acquisition Regulations (FAR), Federal Acquisition Streamlining Act of 1994, Small Business Act, and Competition in Contracting Act, are four of these laws.*

**B002. INSURANCE REQUIREMENTS:** Worker's compensation and employer's liability.

- Employer's liability coverage of at least \$100,000.00 shall be required.
- General Liability. Bodily injury liability insurance coverage written on the comprehensive form of policy of at least \$500,000.00 per occurrence.
- Automobile liability coverage of at least \$200,000.00 per person and \$500,000 per occurrence for bodily injury and \$200,000.00 per occurrence for property damage.
- Contractor is Strongly Encouraged to contact the Airport Authority (Oakland International Airport) to verify minimum insurance requirements for performing work on their airport. **The cost of insurance requirements above those outlined above as FAA minimum are the sole responsibility of the contractor and are to be included in the offered price.**

**B003. SMALL BUSINESS. This Solicitation is Set Aside for Small Businesses.** Small businesses competing for this acquisition shall certify their status on the Business Declaration form inserted following Part IV, Section K. The applicable North American Industry Classification System (NAICS) code for this project is **238210, Airport Runway Lighting Contractors.**

**THE ESTIMATED PRICE RANGE FOR THIS PROJECT IS BETWEEN \$100,000 AND \$150,000.**

**PART I - SECTION C**  
**SCOPE OF WORK**

**SUMMARY:** Perform the following scope of work, in strict adherence with the specifications and FAA standards:

The work covered under this specification includes the installation of an ILS to serve runway 27R at the Oakland International Airport in Oakland, California.

The contractor is required to furnish all labor, materials (except Government furnished), services, equipment, insurance, bonds, security notifications, licenses, permits, and fees in accordance with applicable federal, state and local regulatory requirements to complete the specified work. Any miscellaneous labor, equipment and/or materials not specifically detailed or specified, but required to complete the project, shall be provided as an integral part of the work.

The dimensions, measurements, and quantity of materials listed in this specification and on the construction drawings are estimated and are presented to give the contractor an idea of the total scope of work. The contractor is strongly encouraged to make a site visit to verify the existing conditions, quantities of materials, and amount of work required. The contractor is responsible for assuring that the bid reflects all work required to accomplish this project. A Site Visit will be held Monday August 20, 2012. Please verify your intention to attend with the FAA Project Engineer, Kelina Wong ph: 425.591.8165, no later than Thursday August 16, 2012.

**Please refer to Specifications Section 01010 SUMMARY OF Work; Part 1, Par. 1.1 Scope of Work. (VOL II Specifications and Drawings)**

**C001. Technical Specification:** Project Technical Specifications including Construction Drawings are supplied as Volume II of this Solicitation.

You must download a copy of the technical specification and drawings from the FAA Contract Opportunities website: <http://faaco.faa.gov/>. Select "Current Announcements" from the left-side menu, then enter the RFO number in the "By Keyword" search field (DTFAWN-12-R-00150), and select the resulting hyperlink. At the next web page, download the technical specification file by selecting the appropriate attachment hyperlink identified as "VOLUME II Specs & Dwgs".

**PART I - SECTION D**  
**PACKAGING AND MARKING**

*Not applicable*

**3.10.4-1 Contractor Inspection Requirements (April 1996)**  
**3.10.4-10 Inspection of Construction (September 2009)**

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

### 3.10.1-8 **Suspension of Work** (September 1998)

**PART I - SECTION G**  
**CONTRACT ADMINISTRATION DATA**

### 3.1-1 **Clauses and Provisions Incorporated by reference (July 2011)**

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### 3.2.2.3-62 Preconstruction Conference (July 2004)

### 3.10.1-23 Contracting Officer's Representative-Construction Contracts (April 2012)

(a) The Contracting Officer may appoint other Government personnel to accomplish certain contract administration matters. While there shall be various titles and divisions of duties for these individuals, generically they are known as Contracting Officer's Representatives (CORs). The Contracting Officer will provide written notice of COR appointment(s), setting forth the authorities and limitations, to the Contractor within 5 calendar days prior to the notice to proceed. COR duties may include, but are not limited to:

- (1) Perform as the authorized representative of the Contracting Officer for technical matters, including interpretation of specifications and drawings, and inspection and review of work performed.
- (2) Perform as the authorized representative of the Contracting Officer for administrative matters, including reviewing payments, and updated delivery schedules.

(b) These representatives are authorized to act for the Contracting Officer in all specifically delegated matters pertaining to the contract, except:

- (1) contract modifications that change the contract price or cost, technical requirements or time for performance, unless delegated field change order authority;
- (2) suspension or termination of the Contractor's right to proceed, either for default or for convenience;
- (3) final decisions on any matters subject to appeal, e.g., disputes under the "Contract Disputes" clause; and
- (4) final acceptance under the contract.

(End of clause)

## PART I - SECTION H SPECIAL CONTRACT REQUIREMENTS

### 3.1-1                      **Clauses and Provisions Incorporated by reference (July 2011)**

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### 3.4.1-12                      **Insurance (July 1996)**

**H001. Clean Up:** The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. Before completing the work, the Contractor shall remove from the work and premises any rubbish, tools, scaffolding, equipment, and materials that are not the property of the Government. Upon completing the work, the Contractor shall leave the work area in a clean, neat, and orderly condition satisfactory to the Contracting Officer.

**H002. FAA Facility Regulations:** Contractor personnel, including employees of subcontractors, suppliers, etc., working on or visiting an FAA facility shall abide by all appropriate traffic, parking, security, and airport regulations in effect at that facility.

#### **H003. Applicable Minimum Hourly Rates Of Wages:**

- (a) The wage determination decision of the Secretary of Labor in this contract specifies the minimum hourly rates of wages which shall be paid to laborers and mechanics employed or working upon the site of the work. These rates have been determined by the Secretary of Labor in accordance with the provisions of the Davis-Bacon Act, as amended, to be the prevailing rates for the corresponding classes of laborers employed on contracts of a similar character in the locality where this work is to be performed.
- (b) While the wage rates given in the decision are the minimum rates required to be paid during the life of the contract, it is the responsibility of bidders to inform themselves as to local labor conditions such as the prevailing wage rates, the length of the work day and work week, overtime compensation fringe benefit payments, available labor supply, and prospective changes or adjustment to wage rates. The contractor shall abide by and conform to all applicable laws, Executive Orders, and rules, regulations and orders of the Secretary of Labor. No increase in the contract price shall be allowed or authorized on account of the payment of wage rates in excess of those listed in the contract wage determination decision.
- (c) The wage determination decision of the Secretary of Labor in the contract is solely for the purpose of setting forth the minimum hourly wage rates required to be paid during the life of the contract is not to be accepted as a guarantee, warranty or representation as the wage rates indicated.

NOTE: The Davis-Bacon Act is applicable (see contract clauses). Reference the attached general wage decision no. CA120029 Modification 9 7/13/2012 CA29. This wage decision is hereby incorporated into this request for offer (RFO) and will be a part of any resultant contract.

**H004. Warranty Coverage:** The warranty provisions of FAA AMS clause **3.10.1-20 Warranty-Construction** are hereby incorporated into the subject contract as representing the minimum period of coverage and terms under the contract. This minimum coverage period does NOT represent the extended warranty period applicable and required for certain items and deliverables as covered in the specifications. For example, the contractual warranty period for roofing is **20** years. In the event of any discrepancy between warranty coverage as set forth in the specifications and the warranty provisions of the above referenced clause, under no circumstances shall the warranty period be interpreted to be less than one (1) year, nor the rights and remedies available to the government be any less than as provided by FAA AMS clause 3.10.1-20.

**H005. TIME CONSTRAINTS.** This project is conceived as a fast-tracked project. The desire is to begin the project with Notice to proceed approximately two weeks after award. Contractor should consider the requirements of gathering required materials, making necessary submittals, and acquiring necessary safety clearances and badges within that framework. Contractor is encouraged to contact Bay SSC Office to clarify security requirements and timing (510.273.7746) and consider the impact on their bid. Also, the project is anticipated to have an interruption in the work schedule for installation of a Localizer antenna by FAA personnel. (See Volume II Specifications; Section 01010 Summary of Work; Part 1 General; Paragraph 1.1 Scope of Work)

## PART II - SECTION I CONTRACT CLAUSES

### 3.1-1 **Clauses and Provisions Incorporated by reference (July 2011)**

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3.1.7-2	<b>Organizational Conflicts of Interest</b> (August 1997)
3.1.7-5	<b>Disclosure of Conflicts of Interest</b> (March 2009)
3.2.2.3-33	<b>Order of Precedence</b> (March 2009)
3.2.2.3-42	<b>Differing Site Conditions</b> (July 2004)
3.2.2.3-43	<b>Site Investigation and Conditions Affecting the Work</b> (July 2004)
3.2.2.3-45	<b>Material and Workmanship</b> (July 2004)
3.2.2.3-46	<b>Supervising the Contract Work</b> (July 2004)
3.2.2.3-47	<b>Permits and Responsibilities</b> (July 2004)
3.2.2.3-48	<b>Other Contracts</b> (March 2009)
3.2.2.3-49	<b>Protecting Existing Vegetation, Structures, Equipment, Utilities, and Improvements</b> (July 2004)
3.2.2.3-50	<b>Property Protection</b> (March 2009)
3.2.2.3-51	<b>Operations and Storage Areas</b> (April 2012)
3.2.2.3-53	<b>Cleaning Up and Roadway Maintenance</b> (July 2004)
3.2.2.3-54	<b>Preventing Accidents</b> (July 2004)
3.2.2.3-56	<b>Schedules for Construction Contracts</b> (July 2004)
3.2.2.3-58	<b>Layout of Work</b> (March 2009)
3.2.2.3-60	<b>Specifications, Drawings, and Material Offers</b> (March 2009)
3.2.2.3-66	<b>Contractor's Daily Log</b> (July 2004)
3.2.2.3-67	<b>Special Precautions for Work at Operating Airports</b> (July 2004)
3.2.2.3-68	<b>Safety and Health</b> (July 2004)
3.2.2.7-6	<b>Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment</b> (April 2011)
3.2.2.7-8	<b>Disclosure of Team Arrangements</b> (April 2008)
3.2.5-1	<b>Officials Not to Benefit</b> (April 1996)
3.2.5-3	<b>Gratuities or Gifts</b> (January 1999)
3.2.5-4	<b>Contingent Fees</b> (October 1996)
3.2.5-5	<b>Anti-Kickback Procedures</b> (October 2010)
3.2.5-8	<b>Whistleblower Protection for Contractor Employees</b> (April 1996)
3.3.1-9	<b>Interest</b> (September 2009)
3.3.1-13	<b>Limitation of Cost (Facilities)</b> (April 1996)
3.3.1-15	<b>Assignment of Claims</b> (April 1996)
3.3.1-34	<b>Payment by Electronic Funds Transfer- Central Contractor Registration</b> (March 2009)
3.3.2-1	<b>FAA Cost Principles</b> (October 1996)
3.4.1-4	<b>Performance Bond Requirements</b> (October 2010)
3.4.1-5	<b>Payment Bond Requirements</b> (April 1996)
3.4.1-6	<b>Additional Bond Security</b> (April 1996)
3.4.1-7	<b>Notice to Proceed</b> (April 1996)
3.4.1-10	<b>Insurance - Work on a Government Installation</b> (July 1996)
3.4.1-12	<b>Insurance</b> (July 1996)
3.4.2-8	<b>Federal, State, and Local Taxes - Fixed Price Contract</b> (April 1996)
3.5-1	<b>Authorization and Consent</b> (January 2009)
3.6.1-1	<b>Notice of Total Small Business Set-Aside</b> (January 2010)

<b>3.6.1-3</b>	<b>Utilization of Small, Small Disadvantaged and Women-Owned, and Service-Disabled Veteran Owned Small Business Concerns</b> (March 2009)
<b>3.6.1-4</b>	<b>Small, Small Disadvantaged, Women-Owned and Service-Disabled Veteran Owned Small Business Subcontracting Plan</b> (October 2010)
<b>3.6.2-1</b>	<b>Contract Work Hours and Safety Standards Act-Overtime Compensation</b> (January 2012)
<b>3.6.2-2</b>	<b>Convict Labor</b> (April 1996)
<b>3.6.2-9</b>	<b>Equal Opportunity</b> (August 1998)
<b>3.6.2-12</b>	<b>Equal Opportunity for Veterans</b> (January 2011)
<b>3.6.2-13</b>	<b>Affirmative Action for Workers With Disabilities</b> (October 2010)
<b>3.6.2-16</b>	<b>Notice to the Government of Labor Disputes</b> (April 1996)
<b>3.6.2-18</b>	<b>Davis Bacon Act</b> (October 2010)
<b>3.6.2-19</b>	<b>Withholding-Labor Violations</b> (April 1996)
<b>3.6.2-20</b>	<b>Payrolls and Basic Records</b> (April 2011)
<b>3.6.2-21</b>	<b>Apprentices, Trainees, and Helpers</b> (October 2010)
<b>3.6.2-22</b>	<b>Subcontracts (Labor Standards)</b> (October 2010)
<b>3.6.2-23</b>	<b>Certification of Eligibility</b> (April 1996)
<b>3.6.2-35</b>	<b>Prevention of Sexual Harassment</b> (August 1998)
<b>3.6.2-39</b>	<b>Trafficking in Persons</b> (January 2008)
<b>3.6.3-13</b>	<b>Recycle Content and Environmentally Preferable Products</b> (April 2009)
<b>3.6.3-14</b>	<b>Use Of Environmentally Preferable Products</b> (April 2009)
<b>3.6.3-16</b>	<b>Drug Free Workplace</b> (March 2009)
<b>3.6.4-3</b>	<b>Buy American Act - Construction Materials</b> (January 2011)
<b>3.6.4-10</b>	<b>Restrictions on Certain Foreign Purchases</b> (January 2010)
<b>3.9.1-1</b>	<b>Contract Disputes</b> (October 2011)
<b>3.9.1-2</b>	<b>Protest After Award</b> (August 1997)
<b>3.10.1-7</b>	<b>Bankruptcy</b> (April 1996)
<b>3.10.1-8</b>	<b>Suspension of Work</b> (August 1998)
<b>3.10.1-11</b>	<b>Government Delay of Work</b> (April 1996)
<b>3.10.1-15</b>	<b>Changes-Construction, Dismantling, Demolition, or Removal of Improvements</b> (July 1996)
<b>3.10.1-16</b>	<b>Changes and Changed Conditions</b> (April 1996)
<b>3.10.1-25</b>	<b>Novation and Change-Of-Name Agreements</b> (October 2007)
<b>3.10.2-1</b>	<b>Subcontracts (Fixed-Price Contracts)</b> (April 1996)
<b>3.10.3-2</b>	<b>Government Property - Basic Clause</b> (April 2012)
<b>3.10.4-23</b>	<b>Contractor and Subcontractor Compliance with Fastener Act</b> (November 1997)
<b>3.10.6-1</b>	<b>Termination for Convenience of the Government (Fixed Price)</b> (October 1996)
<b>3.10.6-6</b>	<b>Default (Fixed Price Construction)</b> (October 1996)
<b>3.13-5</b>	<b>Seat Belt Use by Contractor Employees</b> (October 2001)

### **3.2.2.3-41 Performing Work** (July 2004)

The Contractor (you) must perform, using your own organization, work equivalent to at least 15 percent of the total amount of work under the contract on the site. The CO may modify this contract to reduce this percentage if you request a reduction and the CO determines that it would be to the Government's advantage to do so.

(End of clause)

**3.2.2.3-68 Alternate I Safety and Health (July 2004)**

(a) Before beginning work, the Contractor (you) must:

- (1) Perform a hazards analysis of the work specified in this contract. Consider both the site and adjacent conditions. Identify all significant hazards. Some of the hazards you might encounter are: working at an active airport and runway, working at night, working with unexpected interruptions, etc.
- (2) Submit a safety plan for dealing with each specific hazard identified, whether you or FAA identified it.
- (3) Meet with the CO's representatives during the preconstruction conference to discuss and to develop a mutual understanding about the content and implementation of the plan.
- (4) The CO or her or his representatives may require other hazards to be added to the plan. If the CO determines that your planned hazard avoidance measures are insufficient, the CO or a designated representative may require you to revise the plan. You may not begin work involving identified hazards unless you have submitted adequate plans to the CO and the CO has reviewed them. This approval does not relieve you of your liability for safe performance.

(End of clause)

**3.2.2.3-71 Starting, Performing and Completing Work (July 2004)**

The Contractor (you) must

- (a) begin work under this contract within 5 calendar days after the date you receive the notice to proceed,
- (b) perform the work diligently, and
- (c) complete the entire work ready for use not later than 28 calendar days after notice to proceed. The time allowed for completion must include final cleanup of the premises.

(End of clause)

**3.2.5-2 Independent Price Determination (October 1996)**

The offeror warrants that:

- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other competitor relating to
  - (i) those prices,
  - (ii) the intention to submit an offer, or
  - (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this offer have not been knowingly disclosed by the contractor, directly or indirectly, to any other competitor before receipt of offers unless otherwise required by law; and
- (3) No attempt has been made by the contractor to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(End of provision)

**3.3.1-2 Payments under Fixed-Price Construction Contracts (April 1996)**

- (a) The FAA shall pay the Contractor the contract price as provided in this contract.

(b) The FAA shall make financing payments monthly as the work proceeds, or at more frequent intervals as determined by the Contracting Officer, on estimates of work accomplished which meets the standards of quality established under the contract, as approved by the Contracting Officer. The Contractor shall furnish a breakdown of the total contract price showing the amount included therein for each principal category of the work, which shall substantiate the payment amount requested in order to provide a basis for determining financing payments, in such detail as requested by the Contracting Officer. In the preparation of estimates the Contracting Officer may authorize material delivered on the site and preparatory work done to be taken into consideration. Material delivered to the Contractor at locations other than the site may also be taken into consideration if --

(1) Consideration is specifically authorized by this contract; and

(2) The Contractor furnishes satisfactory evidence that it has acquired title to such material and that the material will be used to perform this contract.

(c) Along with each request for financing payments, the contractor shall furnish the following certification, or payment shall not be made:

I hereby certify, to the best of my knowledge and belief, that-

(1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;

(2) Payments to subcontractors and suppliers have been made from previous payments received under the contract, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements and the requirements of chapter 39 of Title 31, United States Code; and

(3) This request for financing payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract.

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

(d) If the Contractor, after making a certified request for financing payments, discovers that a portion or all of such request constitutes a payment for performance by the Contractor that fails to conform to the specifications, terms, and conditions of this contract (hereinafter referred to as the unearned amount), the Contractor shall-

(1) Notify the Contracting Officer of such performance deficiency;

(2) Be obligated to pay the FAA an amount (computed by the Contracting Officer in the manner provided in "Interest" clause) equal to interest on the unearned amount from the date of receipt of the unearned amount until-

(i) The date the Contractor notifies the Contracting Officer that the performance deficiency has been corrected; or

(ii) The date the Contractor reduces the amount of any subsequent certified request for financing payments by an amount equal to the unearned amount.

(e) If the Contracting Officer finds that satisfactory progress was achieved during any period for which a progress payment is to be made, the Contracting Officer shall authorize payment to be made in full. However, if satisfactory progress has not been made, the Contracting Officer may retain a maximum of 10 percent of the amount of the payment until satisfactory progress is achieved. When the work is substantially complete, the Contracting Officer may retain from

previously withheld funds and future financing payments that amount the Contracting Officer considers adequate for protection of the FAA and shall release to the Contractor all the remaining withheld funds. Also, on completion and acceptance of each separate building, public work, or other division of the contract, for which the price is stated separately in the contract, payment shall be made for the completed work without retention of a percentage.

(f) All material and work covered by financing payments made shall, at the time of payment, become the sole property of the FAA, but this shall not be construed as—

(1) Relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or

(2) Waiving the right of the FAA to require the fulfillment of all of the terms of the contract.

(g) In making these financing payments, the FAA shall, upon request, reimburse the Contractor for the amount of premiums paid for performance and payment bonds (including coinsurance and reinsurance agreements, when applicable) after the Contractor has furnished evidence of full payment to the surety. The retainage provisions in paragraph (e) above shall not apply to that portion of financing payments attributable to bond premiums.

(h) The FAA shall pay the amount due the Contractor under this contract after-

(1) Completion and acceptance of all work;

(2) Presentation of a properly executed voucher; and

(3) Presentation of release of all claims against the FAA arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically excepted from the operation of the release. A release may also be required of the assignee if the Contractor's claim to amounts payable under this contract has been assigned.

(i) Notwithstanding any provision of this contract, financing payments shall not exceed 80 percent on work accomplished on undefinitized contract actions. A contract action is any action resulting in a contract, including contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the "Changes" clause, or funding and other administrative changes.

(End of clause)

### **3.3.1-19 Prompt Payment for Construction Contracts (September 2009)**

Notwithstanding any other payment clause in this contract, the FAA will make invoice payments and contract financing payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or an electronic funds transfer is made. All days referred to in this clause are calendar days, unless otherwise specified.

(a) Invoice Payments.

(1) For purposes of this clause, there are several types of invoice payments which may occur under this contract, as follows:

(i) Financing payments, if provided for elsewhere in this contract, based on Contracting Officer approval of the estimated amount and value of work or services performed, including payments for reaching milestones in any project:

(A) The due date for making such payments shall be 14 days after receipt of the payment request by the designated billing office. However, if the designated billing office fails to annotate the payment request with the actual date of receipt, the payment due date shall be deemed to be the 14th day after

the date the Contractor's payment request is dated, provided a proper payment request is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

- (B) The due date for payment of any amounts retained by the Contracting Officer in accordance with the clause "Payments Under Fixed-Price Construction Contracts," shall be as specified in the contract or, if not specified, 30 days after approval for release to the Contractor by the Contracting Officer.

(ii) Final payments based on completion and acceptance of all work and presentation of release of all claims against the FAA arising by virtue of the contract, and payments for partial deliveries that have been accepted by the FAA (e.g., each separate building, public work, or other division of the contract for which the price is stated separately in the contract):

(A) The due date for making such payments shall be either the 30th day after receipt by the designated billing office of a proper invoice from the Contractor, or the 30th day after FAA acceptance of the work or services completed by the Contractor, whichever is later. However, if the designated billing office fails to annotate the invoice with the date of actual receipt, the invoice payment due date shall be deemed to be the 30th day after the date the Contractor's invoice is dated, provided a proper invoice is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(B) On a final invoice where the payment amount is subject to contract settlement actions (e.g., release of claims), acceptance shall be deemed to have occurred on the effective date of the contract settlement.

(2) An invoice is the Contractor's bill or written request for payment under the contract for work or services performed under the contract. An invoice shall be prepared and submitted to the designated billing office. A proper invoice must include the items listed in subdivisions (a)(2)(i) through (a)(2)(ix) of this clause. If the invoice does not comply with these requirements, the Contractor will be notified of the defect within 7 days after receipt of the invoice at the designated billing office. Untimely notification will be taken into account in the computation of any interest penalty owed the Contractor in the manner described in subparagraph (a)(4) of this clause:

(i) Name and address of the Contractor.

(ii) Invoice date.

(iii) Contract number of other authorization for work or services performed (including order number and contract line item number).

(iv) Description of work or services performed, and applicable contract line item.

(v) Delivery and payment terms (e.g., prompt payment discount terms).

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to be notified in event of a defective invoice.

(viii) For payments described in subdivision (a)(1)(i) of this clause, substantiation of the amounts requested and certification in accordance with the requirements of the clause "Payments Under Fixed-Price Construction Contracts."

(ix) Any other information or documentation required by the contract.

(3) An interest penalty shall be paid automatically by the designated payment office, without request from the Contractor, if payment is not made by the due date and the conditions listed in subdivisions (a)(3)(i) through (a)(3)(iii) of this clause are met, if applicable.

(i) A proper invoice was received by the designated billing office.

(ii) A receiving report or other FAA documentation authorizing payment was processed and there was no disagreement over quantity, quality, Contractor compliance with any contract term or condition, or requested progress payment amount.

(iii) In the case of a final invoice for any balance of funds due the Contractor for work or services performed, the amount was not subject to further contract settlement actions between the FAA and the Contractor.

(4) The interest penalty shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury, referred to as the 'Renegotiation Board Interest Rate,' (It is published in the Federal Register semiannually on or about January 1 and July 1), which is applicable to the period in which the amount becomes due. If the designated billing office failed to notify the Contractor of a defective invoice within the periods prescribed in subparagraph (a)(2) of this clause, then the due date on the corrected invoice will be adjusted by subtracting the number of days taken beyond the prescribed notification of defects period. Any interest penalty owed the Contractor will be based on this adjusted due date. Adjustments will be made by the designated payment office for errors in calculating interest penalties, if requested by the Contractor.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor for payments described in subdivision (a)(1)(ii) of this clause, FAA acceptance or approval shall be deemed to have occurred constructively on the 7th day after the Contractor has completed the work or services in accordance with the terms and conditions of the contract. In the event that actual acceptance or approval occurs within the constructive acceptance or approval period, the determination of an interest penalty shall be based on the actual date of acceptance or approval. Constructive acceptance or constructive approval requirements do not apply if there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. These requirements also do not compel FAA officials to accept work or services, approve Contractor estimates, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The following periods of time will not be included in the determination of an interest penalty:

(A) The period taken to notify the Contractor of defects in invoices submitted to the FAA, but this may not exceed 7 days.

(B) The period between the defects notice and resubmission of the corrected invoice by the Contractor.

(C) The period attributable to incorrect electronic funds transfer (EFT) in accordance with the EFT clause of this contract.

(iii) Interest penalties will not continue to accrue after the filing of a claim for such penalties under FAA contract disputes resolution procedures. Interest penalties of less than \$1.00 need not be paid.

(iv) Interest penalties will not accrue for more than one year.

(v) Interest penalties are not required on payment delays due to disagreement between the FAA and Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. Contract disputes, and any interest that may be payable, will be resolved under FAA contract disputes resolution procedures.

(5) An interest penalty shall also be paid automatically by the designated payment office, without request from the Contractor, if a discount for prompt payment is taken improperly. The interest penalty will be calculated on the amount of discount taken for the period beginning with the first day after the end of the discount period through the date when the Contractor is paid.

(b) Contract Financing Payments.

(1) For purposes of this clause, if applicable, contract financing payments, mean FAA disbursements of monies to a Contractor under a contract clause or other authorization without regard to acceptance of supplies or services by the FAA, other than financing payments based on estimates of amount and value of work performed.

(2) If this contract provides for contract financing payments, requests for payment shall be submitted to the designated billing office as specified in this contract or as directed by the Contracting Officer. Contract financing payments shall be made on the 30th day after receipt of a proper contract payment request by the designated billing office. In the event that an audit or other review of a specific payment request is required to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the due date specified. Contract financing payments shall not be assessed an interest penalty for payment delays.

(c) The Contractor shall include in each subcontract for property or services (including a material supplier) for the purpose of performing this contract the following:

(1) A payment clause which obligates the Contractor to pay the subcontractor for satisfactory performance under its subcontract not later than 7 days from receipt of payment out of such amounts as are paid to the Contractor under the contract.

(2) An interest penalty clause obligates the Contractor to pay to the subcontractor an interest penalty for each payment not made in accordance with the payment clause-

(i) For the period beginning on the day after the required payment date and ending on the date on which payment of the amount due is made; and

(ii) Computed in accordance with the "Interest" clause.

(3) A clause requiring each subcontractor to include a payment clause and an interest penalty clause conforming to the standards set forth in subparagraphs (c)(1) and (c)(2) of this clause in each of its subcontracts, and to require each of its subcontractors to include such clauses in their subcontracts with each lower- tier subcontractor or supplier.

(d) The clauses required by paragraph (c) of this clause shall not be constructed to impair the right of Contractor or a subcontractor at any tier to negotiate, and to include in their subcontract, provisions which-

(1) Permit the Contractor or a subcontractor to retain (without cause) a specified percentage of each progress payment otherwise due to a subcontractor for satisfactory performance under the subcontract without incurring any obligation to pay a late payment interest penalty, in accordance with terms and conditions agreed to by the parties to the subcontract, giving such recognition as the parties deem appropriate to the ability of a subcontractor to furnish a performance bond and a payment bond;

(2) Permit the Contractor or subcontractor to make determination that part or all of the subcontractor's request for payment may be withheld in accordance with the subcontract agreement;

(3) Permit such withholding without incurring any obligation to pay a late payment penalty if-

(i) A notice conforming to the standards of paragraph (g) of this clause has been previously furnished to the subcontractor,

(ii) A copy of any notice issued by a Contractor pursuant to subdivision (d)(3)(i) of this clause has been furnished to the Contracting Officer.

(e) If a Contractor, after making a request for payment to the FAA but before making a payment to a subcontractor for the subcontractor's performance covered by the payment request, discovers that all or a portion of the payment otherwise due such subcontractor is subject to withholding from the subcontractor in accordance with the subcontract agreement, then the Contractor shall-

(1) Furnish to the subcontractor a notice conforming to the standards of paragraph (g) of this clause as soon as practicable upon ascertaining the cause giving rise to a withholding, but prior to the due date for subcontractor payment;

(2) Furnish to the Contracting Officer, as soon as practicable, a copy of the notice furnished to the subcontractor pursuant to subparagraph (e)(1) of this clause;

(3) Reduce the subcontractor's progress payment by an amount not to exceed the amount specified in the notice of withholding furnished under subparagraph (e)(1) of this clause;

(4) Pay the subcontractor as soon as practicable after the correction of the identified subcontract performance deficiency, and-

(i) Make such payment within-

(A) Seven days after correction of the identified subcontract performance deficiency (unless the funds therefore must be recovered from the FAA because of a reduction under subdivision (e)(5)(i) of this clause; or

(B) Seven days after the Contractor recovers such funds from the FAA; or

(ii) Incur an obligation to pay a late payment interest penalty computed in accordance with the "Interest" clause;

(5) Notify the Contracting Officer upon-

(i) Reduction of the amount of any subsequent certified application for payment; or

(ii) Payment to the subcontractor of any withheld amounts of a progress payment, specifying-

(A) The amounts withheld under subparagraph (e)(1) of this clause;

(B) The dates that such withholding began and ended; and

(6) Be obligated to pay to the FAA an amount equal to interest on the withheld from the 8th day after receipt of the withheld amounts from the FAA until-

(i) The day the identified subcontractor performance deficiency is corrected; or

(ii) The date that any subsequent payment is reduced under subdivision (e)(5)(i) of this clause.

(f) (1) If a Contractor, after making payment to a first-tier subcontractor, receives from a supplier or subcontractor of the first-tier subcontractor (hereafter referred to as a second-tier subcontractor) a written notice in accordance with section 2 of the Act of August 24, 1935 (40 U.S.C. 270b, Miller Act), asserting a deficiency in such first-tier subcontractor's performance under the contract for which the Contractor may be ultimately liable, and the Contractor determines that all or a portion of future payments otherwise due such first-tier subcontractor is subject to withholding in accordance with the subcontract agreement, then the Contractor may, without incurring an obligation to pay an interest penalty under subparagraph (e)(6) of this clause-

(i) Furnish to the first-tier subcontractor a notice conforming to the standards of paragraph (g) of this clause as soon as practicable upon making such determination; and

(ii) Withhold from the first-tier subcontractor's next available progress payment or payments an amount not to exceed the amount specified in the notice of withholding furnished under subdivision (f)(1)(i) of this clause.

(2) As soon as practicable, but not later than 7 days after receipt of satisfactory written notification that the identified subcontract performance deficiency has been corrected, the Contractor shall pay the amount withheld under subdivision (f)(1)(ii) of this clause to such first-tier subcontractor, or shall incur an obligation to pay a late payment interest penalty to such first-tier subcontractor computed in accordance with the "Interest" clause.

(g) A written notice of any withholding shall be issued to a subcontractor (with a copy to the Contracting Officer of any such notice issued by the Contractor), specifying:

(1) The amount to be withheld;

(2) The specific causes for the withholding under the terms of the subcontract; and

(3) The remedial actions to be taken by the subcontractor in order to receive payment of the amounts withheld.

(h) The Contractor may not request payment from the FAA of any amount withheld or retained in accordance with paragraph (d) of this clause until such time as the Contractor has determined and certified to the Contracting Officer that the subcontractor is entitled to the payment of such amount.

(i) A dispute between the Contractor and subcontractor relating to the amount or entitlement of a subcontractor to a payment or a late payment interest penalty under a clause included in the subcontract pursuant to paragraph (c) of this clause does not constitute a dispute to which the FAA is a party. The FAA may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

(j) Except as provided in paragraph (i) of this clause, this clause shall not limit or impair any contractual, administrative, or judicial remedies otherwise available to the Contractor or a subcontractor in the event of a dispute involving late payment or nonpayment by the Contractor or deficient subcontract performance or nonperformance by a subcontractor.

(k) The Contractor's obligation to pay an interest penalty to a subcontractor pursuant to the clauses included in a subcontract under paragraph (c) of this clause shall not be construed to be an obligation of the FAA for such interest penalty. A cost reimbursement claim may not include any amount for reimbursement of such interest penalty.

(End of clause)

### **3.3.1-33 Central Contractor Registration (January 2008)**

(a) Definitions. As used in this clause

"Central Contractor Registration (CCR) database" means the primary Government repository for Contractor information required for the conduct of business with the Government.

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.

"Registered in the CCR database" means that the Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database.

- (b) (1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.
- (2) The offeror shall enter, in Representations, Certifications and Other Statements of Offerors Section of the solicitation, the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.
- (c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.
  - (1) An offeror may obtain a DUNS number
    - (i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://fedgov.dnb.com/webform>; or
    - (ii) If located outside the United States, by contacting the local Dun and Bradstreet office.
  - (2) The offeror should be prepared to provide the following information:
    - (i) Company legal business.
    - (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
    - (iii) Company Physical Street Address, City, State, and ZIP Code.
    - (iv) Company Mailing Address, City, State and ZIP Code (if different from physical street address).
    - (v) Company Telephone Number.
    - (vi) Date the company was started.
    - (vii) Number of employees at your location.
    - (viii) Chief executive officer/key manager.
    - (ix) Line of business (industry).
    - (x) Company Headquarters name and address (reporting relationship within your entity).
- (d) If the offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer may proceed to award to the next otherwise successful registered offeror.
- (e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.
- (f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.
- (g) (1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in AMS Procurement Guidance T3.10.1.A-8, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to:
  - (A) change the name in the CCR database;
  - (B) comply with the requirements of T3.10.1.A-8; and

(C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide the Contracting Officer with the notification, sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims. Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov/> or by calling 1-888-227-2423, or 269-961-5757.

(End of Clause)

### **3.6.2-14 Employment Reports on Veterans (January 2011)**

(a) Unless the contractor is a State or local government agency, the contractor must report at least annually, as required by the Secretary of Labor, on:

- (1) The total number of employees in the contractor's workforce, by job category and hiring location, who are disabled veterans, other protected veterans, Armed Forces service medal veterans, and recently separated veterans,
- (2) The total number of new employees hired during the period covered by the report, and of the total, the number of disabled veterans, other protected veterans, Armed Forces service medal veterans, and recently separated veterans; and
- (3) The maximum number and minimum number of employees of the Contractor or subcontractor at each hiring location during the period covered by the report.

(b) The above items must be reported by completing the form titled 'Federal Contractor Veterans' Employment Report VETS-100A.'

(c) Reports shall be submitted no later than September 30 of each year.

(d) The employment activity report required by paragraph (a)(2) of this clause must reflect total hires during the most recent 12-month period as of the ending date selected for the employment profile report required by paragraph (a)(1) of this clause. Contractors may select an ending date: (1) As of the end of any pay period during the period January through March 1st of the year the report is due, or (2) as of December 31, if the contractor has previous written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).

(e) The count of veterans reported according to paragraph (a) of this clause must be based on data known to the contractor when completing the VETS-100A. The Contractor's knowledge of veterans status may be obtained in a variety of ways, including an invitation to applicants to self-identify (in accordance with 41 CFR 60-300.42), voluntary self-disclosure by employees, or actual knowledge of veteran status by the contractor. This paragraph does not relieve the employer of liability for a determination under 38 U.S.C. 4212.

(f) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order of \$100,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor.

(End of clause)

### **3.6.2-24 Affirmative Action Compliance Requirements for Construction (October 2010)**

#### **(a) Definitions.**

(1) "Employer identification number," as used in this clause, means the last four digits of the Federal Social Security number used on the employer's quarterly federal tax return, U.S. Treasury Department Form 941.

(2) "Minority," as used in this clause, means

(i) Black (all persons having origins in any of the black African racial groups not of Hispanic origin);

(ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race);

(iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

(b) If the Contractor, or a subcontractor at any tier, subcontracts a portion of the work involving any construction trade, each such subcontract in excess of \$10,000 shall include this clause, including the goals for minority and female participation stated herein.

(c) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate work force in each trade on all construction work in the covered area, are as follows:

Goals for minority participation: 25.6 percent

Goals for female participation: 6.9 percent

Compliance with the goals will be measured against the total work hours performed.

(d) The Contractor shall provide written notification to the Office of Federal Contract Compliance Programs (OFCCP) area office within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this screening information request. The notification shall list the:

(1) Name, address, and telephone number of the subcontractor,

(2) Employer identification number of the subcontractor;

(3) Estimated dollar amount of the subcontract;

(4) Estimated starting and completion dates of the subcontract; and

(5) Geographical area in which the subcontract is to be performed.

(e) The Contractor shall implement the affirmative action procedures in subparagraphs (f)(1) through (7) of this clause. The goals stated in this contract are expressed as percentages of the total hours of employment and training of minority and female utilization that the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for the geographical area where that work is actually performed. The

Contractor is expected to make substantially uniform progress toward its goals in each craft.

(f) The contractor shall take affirmative action steps at least as extensive as the following:

- (1) Ensure a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities where the Contractor's employees are assigned to work. The Contractor, if possible, will assign two or more women to each construction project. The Contractor shall ensure foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at these sites or facilities.
- (2) Immediately notify the OFCCP area office when the union or unions, with which the Contractor has a collective bargaining agreement, has not referred back to the Contractor a minority or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- (3) Develop on-the-job training opportunities and/or participate in training programs for the area that expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under subparagraph (f)(2) above.
- (4) Review, at least annually, the Contractor's equal employment policy and affirmative action obligations with all employees having responsibility for hiring, assignment, layoff, termination, or other employment decisions. Conduct reviews of this policy with all on-site supervision, personnel prior to initiation of construction work at a job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- (5) Disseminate the Contractor's equal employment policy externally by including it in any advertising in the news media, specifically including minority and female news media. Provide written notification to, and discuss this policy with, other Contractors and subcontractors with which the Contractor does or anticipates doing business.
- (6) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities. Encourage these employees to seek or to prepare for, through appropriate training, etc., opportunities for promotion.
- (7) Maintain a record of solicitations for subcontracts for minority and female construction contractors and suppliers, including circulation of solicitations to minority and -female contractor associations and other business associations.

(g) The Contractor is encouraged to participate in voluntary associations that may assist in fulfilling one or more of the affirmative action obligations contained in subparagraphs (f)(1) through (7). The efforts of a contractor association, joint contractor-union, contractor-community, or similar group of which the contractor is a member and participant, may be useful in achieving one or more of its obligations under subparagraphs (f)(1) through (7).

(h) A single goal for minorities and a separate single goal for women shall be established. The Contractor is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of Executive Order 11246, as amended, if a particular group is employed in a substantially disparate manner.

(i) The contractor shall not use goals or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

(j) The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts under Executive Order 11246, as amended.

(k) The Contractor shall carry out such sanctions and penalties for violation of this clause and of the Nondiscrimination

and Affirmative Action clause, including suspension, termination, and cancellation of existing subcontracts, as may be imposed or ordered under Executive Order 11246, as amended, and its implementing regulations, by the OFCCP. Any failure to carry out these sanctions and penalties as ordered shall be a violation of this clause and Executive Order 11246, as amended.

(l) Nothing contained herein shall be construed as a limitation upon the application of other laws that establish different standards of compliance.

(End of clause)

### **3.6.3-12 Asbestos - Free Construction (April 2009)**

(a) In performing this contract, the Contractor shall not use asbestos or asbestos-containing building materials during construction, renovation, and/or modernization of this facility and shall provide to the Contracting Officer (CO) a signed statement [CO state due date of statement here related to completion of the project] indicating that to the best of its knowledge, no asbestos or asbestos-containing building materials were used during construction, renovation, and/or modernization of this facility. The Contractor's certification under this clause is considered to be a material requirement of the contract and the FAA may withhold payment pending submittal and receipt of an acceptable certification.

(b) The FAA CO may authorize sample testing of contractor building materials used during construction, renovation, and/or modernization of this facility to verify that they are asbestos-free. The FAA will bear the expense of this testing unless the testing reveals that the Contractor used asbestos-containing building material in performing this contract. If asbestos-containing material is found, the Contractor shall remove and replace the asbestos-containing material and decontaminate the site of asbestos contamination caused by the Contractor at no additional cost to the Government. In addition, the Contractor shall bear the expense of the original testing and retesting to determine that the asbestos removal and site decontamination are satisfactorily completed.

(End of clause)

### **3.14-4 Access to FAA Systems and Government-Issued Keys, Personal Identity Verification (PIV) Cards, and Vehicle Decals (April 2012)**

(a) It may become necessary for the Government to grant access to FAA systems or issue keys, PIV cards, vehicle decals, and/or access control cards to contractor employees. Prior to or upon completion or termination of the work required hereunder, the contractor must return all such Government-issued items and submit a request to terminate all user accounts on applicable FAA systems to the issuing office with notification to the Contracting Officer's Representative (COR). When contractor employees who have been issued such items are terminated or no longer required to perform the work, the Government-issued items must be returned to the Government and a request submitted for the termination of FAA system access within three (3) business days after termination of the contract or the employee. Improper use, possession or alteration of FAA issued keys, PIV Cards and/or vehicle decals is subject to penalties under Title 18, USC 499, 506, 701, and 1030.

(b) In the event such keys, PIV Cards, or vehicle decals are lost, stolen, or not returned, the contractor understands and agrees that the Government may, in addition to any other withholding provision of the contract, withhold \$100.00 for each key, PIV Card, and vehicle decal lost, stolen, or not returned. If the keys, PIV Cards, or vehicle decals are not returned within 30 calendar days from the date the withholding action was initiated, any amount so withheld must be forfeited by the contractor.

(c) Access to aircraft ramp/hangar areas is authorized only to those persons displaying a flight line identification card and for vehicles, a current ramp permit issued pursuant to Title 49, Part 1542, Code of Federal Regulations.

(d) The Government retains the right to inspect inventory, or audit PIV Cards, keys, vehicle decals, and access control cards issued to the contractor in connection with the contract at the convenience of the Government. Any items not accounted for, to the satisfaction of the Government will be assumed to be lost and the provisions of section (b) apply.

(e) Keys must be obtained from the COR who will require the contractor to sign a receipt for each key obtained. Lost or stolen keys, PIV Cards, vehicle decals, and access control cards must immediately be reported concurrently to the Contracting Officer (CO), COR, and BAY SSC. Electronic keying cards are handled in the same manner as metal keys.

(f) Each contract employee, during all times of on-site performance at the Oakland International Airport (OAK) must prominently display his/her current and valid PIV card on the front portion of his/her body between the neck and waist. Each PIV card holder must not affix pins, stickers, or other decorations to the PIV.

(1) Prior to any contractor employee obtaining a PIV Card or vehicle decals, the contractor is required to enter data for each employee into the Vendor Applicant Process (VAP) as described in AMS clause 3.14-2, Contractor Personnel Suitability Requirements. From the information entered into the VAP, the SSE will determine whether final suitability can be granted due to the existence of a previous investigation, or will initiate the contractor applicant into the Electronic Questionnaires for Investigations Processing (eQIP) system so that the applicant can complete the investigative forms. Interim suitability cannot be granted until the eQIP form is completed, and fingerprints and signature pages are submitted to the SSE. When an interim is granted by the SSE, the individual may begin work under escort until their OPM fingerprint check has been returned and successfully adjudicated. Once the OPM fingerprint check has been successfully adjudicated, they can then be badged. If the contract employee requires a PIV Card, a fingerprint check must be completed and favorably adjudicated by the SSE prior to approval or issuance of the PIV card.

(2) To obtain the PIV Card, contractor employee must submit an identification Card/Credential Application (DOT 1681) signed by the contractor employee and by the authorized trusted agent (when applicable) and also by the authorized sponsor to the CO or to the COR. The DOT 1681 must contain, as a minimum, under the "Credential Justification" heading, the name of the contractor/company, the contract number or the appropriate acquisition identification number, the expiration date of the contract or the task (whichever is sooner), and the required signatures. The contractor will be notified when the DOT 1681 has been approved and is ready for processing by the FAA BAY SSC. Arrangements for processing the identification cards, including photographs and lamination can be made by the contacting FAA Bay SSC, William Campbell; 510.273.7746.

(3) The contractor must contact the SSE to obtain the procedures that the contractor's employees must utilize to obtain their PIV Card.

(g) The contractor is responsible for ensuring final out-processing is accomplished for all departing contractor employees. Final out-processing must be accomplished by close of business the final workday of the contractor employee or the next day under special conditions. The SSE must be notified in writing and ensure that all FAA media, including the PIV card, are returned to the SSE.

(End of Clause)

**PART III - SECTION J**  
**LIST OF ATTACHMENTS**

<i>VOLUME II Specifications &amp; Drawings .....</i>	<i>Attachment #1</i>	
<i>Davis-Bacon Wage Rates .....</i>	<i>Attachment #2</i>	<i>CA120029 Modification 9 Dated: 7.13.2012</i>
<i>Customer Satisfaction Survey Form .....</i>	<i>Attachment #3</i>	

**PART IV - SECTION K**  
**REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS**

**3.1-1                                      Clauses and Provisions Incorporated by reference (July 2011)**

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

**3.2.5-2                                      Independent Price Determination (October 1996)**  
**3.2.5-7                                      Disclosure Regarding Payments to Influence Certain Federal Transactions (October 2010)**

**3.1.7-6                                      Disclosure of Certain Employee Relationships (July 2009)**

(a) The policy of the FAA is to avoid doing business with contractors, subcontractors, and consultants who have a conflict of interest or an appearance of a conflict of interest. The purpose of this policy is to maintain the highest level of integrity within its workforce and to ensure that the award of procurement contracts is based upon fairness and merit.

(b) The contractor must provide to the Contracting Officer the following information with its proposal and must provide an information update within 30 days of the award of a contract, any subcontract, or any consultant agreement, or within 30 days of the retention of a Subject Individual or former FAA employee subject to this clause:

(1) The names of all Subject Individuals who:

- (i) participated in preparation of proposals for award; or
- (ii) are planned to be used during performance; or
- (iii) are used during performance; and

(2) The names of all former FAA employees, retained by the contractor who were employed by FAA during the two year period immediately prior to the date of:

- (i) the award; or
- (ii) their retention by the contractor; and

(3) The date on which the initial expression of interest in a future financial arrangement was discussed with the contractor by any former FAA employee whose name is required to be provided by the contractor pursuant to subparagraph (2); and

(4) The location where any Subject Individual or former FAA employee whose name is required to be provided by the contractor pursuant to subparagraphs (1) and (2), are expected to be assigned.

(c) "Subject Individual" means a current FAA employee's father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister, spouse of an in-law, or a member of his/her household.

(d) The contractor must incorporate this clause into all subcontracts or consultant agreements awarded under this contract and must further require that each such subcontractor or consultant incorporate this clause into all subcontracts or consultant agreements at any tier awarded under this contract unless the Contracting Officer determines otherwise.

(e) The information as it is submitted, must be certified as being true and correct. If there is no such information, the certification must so state.

(f) Remedies for nondisclosure: The following are possible remedies available to the FAA should a contractor misrepresent or refuse to disclose or misrepresent any information required by this clause:

- (1) Termination of the contract.
- (2) Exclusion from subsequent FAA contracts.
- (3) Other remedial action as may be permitted or provided by law or regulation or policy or by the terms of the contract.

(g) Annual Certification. The contractor must provide annually, based on the anniversary date of contract award, the following certification in writing to the Contracting Officer:

#### ANNUAL CERTIFICATION OF DISCLOSURE OF CERTAIN EMPLOYEE RELATIONSHIPS

The contractor represents and certifies that to the best of its knowledge and belief that during the prior 12 month period:

☐ A former FAA employee(s) or Subject Individual(s) has been retained to work under the contract or subcontract or consultant agreement and complete disclosure has been made in accordance with subparagraph (b) of AMS Clause 3.1.7-6.

☐ No former FAA employee(s) or Subject Individual(s) has been retained to work under the contract or subcontract or consultant agreement, and disclosure required by AMS Clause 3.1.7-6 is not applicable.

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Date

(End of clause)

#### **3.2.2.3-10 Type of Business Organization** (July 2004)

By checking the applicable box, the offeror (you) represents that--

(a) You operate as ☐ a corporation incorporated under the laws of the State of \_\_\_\_\_, ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture or ☐ other \_\_\_\_\_ [specify what type of organization].

(b) If you are a foreign entity, you operate as ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture, or ☐ a corporation, registered for business in \_\_\_\_\_.  
(country)

(End of provision)

#### **3.2.2.3-15 Authorized Negotiators** (July 2004)

The offeror states that the following persons are authorized to negotiate on your behalf with the FAA in connection with this offer:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone number: \_\_\_\_\_

(End of provision)

**3.2.2.3-70****Taxpayer Identification** (July 2004)

## (a) Definitions.

(1) "Common parent," as used in this clause, means a corporate entity that owns or controls an affiliated group of corporations that files an offeror's (you, your) Federal income tax returns on a consolidated basis, and of which you are a member.

(2) "Corporate status," as used in this clause, means a designation as to whether you are a corporate entity, an unincorporated entity (for example, sole proprietorship or partnership), or a corporation providing medical and health care services.

(3) "Taxpayer Identification Number (TIN)," as used in this clause, means the number the Internal Revenue Service (IRS) requires you use in reporting income tax and other returns.

(b) All offerors must submit the information required in paragraphs (c) through (e) of this provision to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by IRS. The FAA will use this information to collect and report on any delinquent amounts arising out of your relation with the Federal Government, under Public Law 104 -134, the Debt Collection Improvement Act of 1996, Section 31001(I)(3). If the resulting contract is subject to the reporting requirements and you refuse or fail to provide the information, the Contracting Officer (CO) may reduce your payments 31 percent under the contract.

## (c) Taxpayer Identification Number (TIN).

☐ TIN: \_\_\_\_\_

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not leave income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of a Federal, state, or local government;

☐ Other--State basis. \_\_\_\_\_.

## (d) Corporate Status.

☐ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;

☐ Other corporate entity

☐ Not a corporate entity

☐ Sole proprietorship

☐ Partnership

☐ Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

## (e) Common Parent.

☐ A common parent does not own or control the offeror as defined in paragraph (a).

☐ Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

(End of provision)

**3.2.2.7-7****Certification Regarding Responsibility Matters** (January 2010)

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that

(i) The Offeror and/or any of its Principals-

(A) Are [ ] are not [ ] presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have [ ] have not [ ] within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws or receiving stolen property; and

(C) Are [ ] are not [ ] presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision a)(1) (i)(B) of this provision.

(D) Have [ ], have not [ ], within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples-

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The

taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(b) The Offeror has ☐ has not ☐ within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) 'Principals,' for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(c) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(d) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this SIR. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(e) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(f) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this SIR for default.

(End of provision)

### **3.3.1-35 Certification of Registration in Central Contractor Registration (CCR)** (April 2006)

In accordance with Clause 3.3.1-33, Central Contractor Registration, offeror certifies that they are registered in the CCR Database and have entered all mandatory information including the DUNS or DUNS+4 Number.

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_

(End of provision)

**3.6.2-5 Certification of Nonsegregated Facilities (March 2009)**

(a) 'Segregated facilities,' as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(b) By the submission of this offer, the offeror certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the "Equal Opportunity" clause in the contract.

(c) The offeror further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will--

(1) Obtain identical certifications from proposed subcontractors before the award of subcontracts under which the subcontractor will be subject to the "Equal Opportunity" clause;

(2) Retain the certifications in the files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

**NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES**

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract under which the subcontractor will be subject to the "Equal Opportunity" clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

(End of provision)

**3.6.2-6 Previous Contracts and Compliance Reports (May 1996)**

The offeror represents that--(a) It [ ] has, [ ] has not, participated in a previous contract or subcontract subject either to the "Equal Opportunity" clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114; (b) It [ ] has, [ ] has not, filed all required compliance reports; and (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

**3.6.2-8 Affirmative Action Compliance (April 1996)**

The offeror represents that (a) it [ ] has developed and has on file, [ ] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it [ ] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

**BUSINESS DECLARATION**

Tax Identification No.:

1. Name of Firm: \_\_\_\_\_
2. Address of Firm: \_\_\_\_\_
3. Telephone Number of Firm: \_\_\_\_\_
4. a. Name of Person Making Declaration \_\_\_\_\_
- b. Telephone Number of Person Making Declaration \_\_\_\_\_
- c. Position Held in the Company \_\_\_\_\_
5. Controlling Interest in Company (*"X" all appropriate boxes*)
- ☐ a. Black American      ☐ b. Hispanic American      ☐ c. Native American      ☐ d. Asian American
- ☐ e. Other Minority (Specify) \_\_\_\_\_ ☐ f. Other (Specify) \_\_\_\_\_
- ☐ g. Female      ☐ h. Male      ☐ i. 8(a) Certified (Certification letter attached) ☐ j. Service Disabled Veteran Small Business
6. Is the person identified in Number 4 above, responsible for day-to-day management and policy decision making, including but not limited to financial and management decisions?
- ☐ a. Yes      ☐ b. No      (If "NO," provide the name and telephone number of the person who has this authority.) \_\_\_\_\_

7. Nature of Business (Specify all services/products (NAIC)) \_\_\_\_\_
8. (a) Years the firm has been in business: \_\_\_\_\_ (b) No. of Employees \_\_\_\_\_
9. Type of Ownership: ☐ a. Sole Ownership      ☐ b. Partnership
- ☐ c. Other (Explain) \_\_\_\_\_
10. Gross receipts of the firm for the last three years:
- |                   |                     |                     |
|-------------------|---------------------|---------------------|
|                   | a.1. Year Ending:   | b.1. Gross Receipts |
| a.2. Year Ending: | b.2. Gross Receipts | a.3. Year Ending:   |
|                   | b.3. Gross Receipts |                     |
11. Is the firm a small business? ☐ a. Yes      ☐ b. No
12. Is the firm a service disabled veteran owned small business? ☐ a. Yes      ☐ b. No
13. Is the firm a socially and economically disadvantaged small business? ☐ a. Yes      ☐ b. No

**I DECLARE THAT THE FOREGOING STATEMENTS CONCERNING**

ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF. I AM AWARE THAT I AM SUBJECT TO CRIMINAL PROSECUTION UNDER THE PROVISIONS OF 18 USCS 1001.

14. a. Signature

b. Date:

c. Typed Name

d. Title:

**PART IV - SECTION L**  
**INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**

**3.1-1                      Clauses and Provisions Incorporated by reference (July 2011)**

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

<b>3.2.2.3-1</b>	<b>False Statements in Offers (July 2004)</b>
<b>3.2.2.3-6</b>	<b>Submittals in the English Language (July 2004)</b>
<b>3.2.2.3-7</b>	<b>Submittals in U.S. Currency (July 2004)</b>
<b>3.2.2.3-11</b>	<b>Unnecessarily Elaborate Submittals (July 2004)</b>
<b>3.2.2.3-12</b>	<b>Amendments to Screening Information Requests (July 2004)</b>
<b>3.2.2.3-13</b>	<b>Submission of Information/Documentation/Offer (July 2004)</b>
<b>3.2.2.3-14</b>	<b>Late Submissions, Modifications, and Withdrawals of Submittals (July 2004)</b>
<b>3.2.2.3-16</b>	<b>Restricting, Disclosing and Using Data (July 2004)</b>
<b>3.2.2.3-17</b>	<b>Preparing Offers (July 2004)</b>
<b>3.2.2.3-18</b>	<b>Prospective Offeror's Requests for Explanations (March 2009)</b>
<b>3.2.2.3-19</b>	<b>Contract Award (July 2004)</b>
<b>3.2.2.3-72</b>	<b>Announcing Competing Offerors (July 2004)</b>
<b>3.13-4</b>	<b>Contractor Identification Number - Data Universal Numbering System (DUNS) Number (April 2006)</b>

**3.2.2.3-20    Electronic Offers (July 2004)**

- (a) The offeror (you) may submit responses to this SIR by the following electronic means e-mail. Your offer must arrive at the place and by the time specified in the SIR.
- (b) Electronic offers must refer to this SIR and include, as applicable, the item or sub-items, quantities, unit prices, time and place of delivery, all representations and other information required and a statement specifying the extent of your agreement with all the FAA's (we) terms, conditions, and provisions.
- (c) We may decline to consider electronic offers that do not include required information, or that reject any of the terms, conditions and provisions of the SIR.
- (d) We reserve the right to make award solely on the electronic offer. However, if the CO requests, you must promptly submit the complete original (hard copy) signed proposal.
- (e) Send your offer electronically to [dale.brown@faa.gov](mailto:dale.brown@faa.gov).
- (f) If you chose to send your offer electronically, we will not be responsible for any failure attributable to transmitting or receiving the offer.

(End of provision)

**3.2.2.3-22                      Period for Acceptance of Offer (July 2004)**

The offeror (you) agrees that if this offer is accepted within \_\_\_\_\_ calendar days (60 calendar days unless you insert a different period) from the date the SIR specifies for receiving offers, to provide all items for which you offer prices at the price set opposite each item, delivered at the designated point(s), within the time specified in the Schedule.

(End of provision)

**3.2.2.3-63 Site Visit (Construction) (July 2004)**

(a) AMS clauses 3.2.2.3-42, Differing Site Conditions, and 3.2.2.3-43, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded under this SIR. Accordingly, FAA urges and expects offerors to inspect the site where the work will be performed.

(b) A Site Visit is scheduled for Monday August 20, 2012. For information contact:

Name: Kelina Wong  
 Title: FAA Project Engineer  
 Telephone: 425.591.8165

(End of provision)

**3.2.4-1 Type of Contract (April 1996)**

The FAA contemplates award of a Firm Fixed-Price contract resulting from this Screening Information Request.

(End of provision)

**3.9.1-3 Protest (October 2011)**

AS A CONDITION OF SUBMITTING AN OFFER OR RESPONSE TO THIS SIR (OR OTHER SOLICITATION, IF APPROPRIATE), THE OFFEROR OR POTENTIAL OFFEROR AGREES TO BE BOUND BY THE FOLLOWING PROVISIONS RELATING TO PROTESTS:

(a) Protests concerning Federal Aviation Administration Screening Information Requests (SIRs) or awards of contracts shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A protestor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

(b) Offerors initially should attempt to resolve any issues concerning potential protests with the Contracting Officer. The Contracting Officer should make reasonable efforts to answer questions promptly and completely, and, where possible, to resolve concerns or controversies. The protest time limitations, however, will not be extended by attempts to resolve a potential protest with the Contracting Officer.

(c) The filing of a protest with the ODRA may be accomplished by mail, overnight delivery, hand delivery, or by facsimile or if permitted by order of the ODRA, by electronic filing.. A protest is considered to be filed on the date it is received by the ODRA during normal business hours. The ODRA's normal business hours are from 8:30 am to 5:00 pm Eastern Time.

(d) Only an interested party may file a protest. An interested party is one whose direct economic interest has been or would be affected by the award or failure to award an FAA contract. Proposed subcontractors are not "interested parties" within this definition.

(e) A written protest must be filed with the ODRA within the times set forth below, or the protest shall be dismissed as untimely:

- (1) Protests based upon alleged improprieties in a solicitation or a SIR that are apparent prior to bid opening or the time set for receipt of initial proposals shall be filed prior to bid opening or the time set for the receipt of initial proposals.
- (2) In procurements where proposals are requested, alleged improprieties that do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested not later than the next closing time for receipt of proposals following the incorporation.
- (3) For protests other than those related to alleged solicitation improprieties, the protest must be filed on the later of the following two dates:
  - (i) Not later than seven (7) business days after the date the protester knew or should have known of the grounds for the protest; or
  - (ii) If the protester has requested a post-award debriefing from the FAA Product Team, not later than five (5) business days after the date on which the Product Team holds that debriefing.

(f) Protests shall be filed at:

- (1) Office of Dispute Resolution for Acquisition  
Federal Aviation Administration  
800 Independence Ave., S.W.  
Room 323  
Washington, DC 20591  
  
Telephone: (202) 267-3290  
Facsimile: (202) 267-3720; or

- (2) Other address as specified in 14 CFR Part 17.

(g) At the same time as filing the protest with the ODRA, the protester shall serve a copy of the protest on the Contracting Officer and any other official designated in the SIR for receipt of protests by means reasonably calculated to be received by the Contracting Officer on the same day as it is to be received by the ODRA. The protest shall include a signed statement from the protester, certifying to the ODRA the manner of service, date, and time when a copy of the protest was served on the Contracting Officer and other designated official(s).

(h) Additional information and guidance about the ODRA dispute resolution process for protests can be found on the ODRA Website at <http://www.faa.gov>.

(End of provision)

**L001. SITE VISIT.** The dimension, measurements, and quantity of materials listed in this specification and on the construction drawings are estimated and are presented to give the contractor an idea of the total scope of work. The contractor is STRONGLY ENCOURAGED to make a site visit to verify the existing conditions, quantities of materials, and amount of work required. The contractor is responsible for assuring that the bid reflects all work required to

accomplish this project. A Site Visit will be held Monday August 20, 2012. Please verify your intention to attend with the FAA Project Engineer, Kelina Wong 425.591.8165 no later than Thursday August 16, 2012. Please refer to Specifications Section 01010 SUMMARY of Work; Part 1, Par. 1.1 Scope of Work. (VOL II Specs & Dwgs)

**L002. Submission Of Offer.** An Offeror shall submit an offer which shall include the following.

1) Technical Proposal, see Section M for details. It shall include:

- a) Experience and Past performance
- b) Qualifications of key personnel
- c) Past Performance-Customer Satisfaction Survey Forms (submitted by at least three (3) third-party reference customers)

The Prime Contractor is REQUIRED to have at least three (3) of the attached Customer Satisfaction Surveys (CSS's) completed and returned to this office c/o Dale Brown by a third party reference. It is advised that the Contractor distribute more than three CSS's to third-party references as not all are returned, and receipt of less than three could lead to the Contractor's disqualification. Customer Satisfaction Surveys may be emailed to Dale Brown at [dale.brown@faa.gov](mailto:dale.brown@faa.gov). It is also advised that each Contractor verify receipt of the requisite number of CSS's in advance of the solicitation deadline.

A negative response is required in the event of no experience for a particular area, or for any item that is not applicable. Any omission or partial and/or vague responses may lead to the rejection of the offeror's proposal without discussions with the offeror. All submitted technical information will be considered proprietary data and shall be utilized for evaluation purposes only and kept confidential. Offerors are advised that the Government reserves the right to use and evaluate any and all available information pertinent to any offeror and its subcontractors, in addition to the data incorporated in the submitted technical and business proposals, and which may be related to performance periods beyond the last three (3) years.

2) Business Proposal. NOTE: The business proposal shall be a physically separate document and not be combined with the technical proposal. It shall include:

- a) Cover letter stating that **no exceptions** are taken to any specification requirements or contract terms and conditions, **or a detailed summary** of all exceptions taken.
- b) Signed SOLICITATION, OFFER, AND AWARD Form (SF-1442) and, if applicable, any AMENDMENTS to the RFO (SF-30)
- c) Part I, Section B, PRICE SCHEDULE
- d) Part IV, Section K, REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS
- e) Part IV, Section K, Business Declaration Form

### **L003. SOLICITATION QUESTIONS**

If you need a clarification or interpretation of anything in this solicitation, you must submit your request in writing. Any such request must be submitted at least seven (7) days prior to the proposal due date. Submit your request to the Federal Aviation Administration, Attn: Dale Brown, Contracting Officer, 1601 Lind Avenue S.W., Renton WA 98057 or [dale.brown@faa.gov](mailto:dale.brown@faa.gov). **Telephonic requests will not be accepted.** The offer shall provide an address, telephone and FAX number. The Contracting Officer is the only person authorized to make clarifications, interpretations, or changes to this solicitation.

**L004. Submission Date And Place:** The due date for receipt of offers is **August 20, 2012 at 2:00 PM, local time.** Offerors wishing to submit an offer, modification or withdrawal through the U.S. Postal Service, Certified and Registered mail, Special Delivery, or U.S. Postal Express Mail shall be addressed to :

FEDERAL AVIATION ADMINISTRATION  
WESTERN ACQUISITIONS  
ATTN: DALE BROWN, AAQ-530  
1601 LIND AVENUE S.W.  
RENTON, WA 98057

**L005. Hand Carried Offers, Modifications, And Withdrawals:** HAND-CARRIED offers, modifications or withdrawals of offers, and modifications or withdrawals of bids, HAND DELIVERED by other types of express mail services (Commercial Carrier, e.g. Federal Express, United Parcel Service, Airborne Express, etc.) **SHALL** be **HAND DELIVERED** to:

FEDERAL AVIATION ADMINISTRATION  
CUSTOMER SERVICE CENTER (FIRST FLOOR)  
WESTERN ACQUISITIONS  
ATTN: DALE BROWN, AAQ-530  
1601 LIND AVENUE S.W.  
RENTON, WA 98057

**L006. Submittal Package Requirements:** Offers submitted in response to this RFO should be in accordance with the stipulations stated in this request and should include at least One (1) electronic copy (separate Technical and Business Proposals): If by e-mail the electronic copy is to be in pdf format. If a Hard (paper) copy is submitted it shall also contain One (1) additional electronic (CD) copy.

PLEASE NOTE: For Responses submitted by email (preferred method) please note FAA system limits the size of attachments to 5MB per any given email. If it is necessary to send a larger document please break down into attachments less than 5MB each and send them separately. Make a note on the first email (1 or 3 etc) to denote full set of transmissions necessary to make whole submittal.

**THIS IS A REQUEST FOR OFFERS, THUS NO FORMAL BID OPENING WILL OCCUR AND RESULTS WILL NOT BE AVAILABLE BY TELEPHONE. DO NOT CALL FOR RESULTS.**

## PART IV - SECTION M

### EVALUATION FACTORS FOR AWARD

**M001. Evaluation Factors For Award:** Prospective offerors are required to submit a technical and business proposal as discussed herein. The Government will make award to the responsible offeror whose proposal conforms to the solicitation terms and conditions, and represents **the Lowest Priced Technically Acceptable Offer**. The Government reserves the right to award on initial offers without discussions or to conduct one-on-one discussions, at the option of the Government, with one or more offerors, as determined necessary by the Contracting Officer, to clarify statements, resolve issues and omissions, etc. The Government may reject any and all proposals and waive informalities or irregularities in proposals. The Government is seeking the lowest price of the various "acceptable" technical proposals, based upon responses to this RFO. Proposals will be technically evaluated on a scale of either "Acceptable" or "Unacceptable" on the basis of the following criteria.

Technical Evaluation Criteria (details in M003, below):

- a) Experience and Past performance
- b) Qualifications of key personnel
- c) Customer Satisfaction Survey Forms (submitted by at least three (3) third-party reference customers)

**M002. Proposal Content:** A prospective offeror must submit a complete technical and a separate complete business proposal, which will encompass, but are not limited to, the content specified herein. **All technical and business proposal areas must be fully addressed.** The offeror should ensure (1) that the submissions required are complete and accurate and (2) that the proposal presents the best pricing available. A negative response is required in the event of no experience for a particular area, or for any item that is not applicable. Any omission or partial and/or vague responses may lead to the rejection of the offeror's proposal without discussions with the offeror. The Government reserves the right to use and evaluate any and all available information pertinent to any offeror and its subcontractors, in addition to the data incorporated in the submitted technical and business proposals, and which may be related to performance periods beyond the last three (3) years.

### **M003. TECHNICAL EVALUATION CRITERIA**

#### **Criterion #1. Experience & Past Performance**

- Successful completion of at least one (1) general construction project with an electrical component similar to those required in the specifications within the last 3 years as the prime contractor or as a major subcontractor;  
AND
- Demonstrated experience working in an active Airport Operations Area (AOA) airport environment.

**Standard for Evaluation:** The standard is met when:

- The offeror has successfully performed services similar to the requirements of this solicitation. To be considered similar the contracts must have involved providing services *similar* to all services required in the specifications.  
**AND**
- The past performance on similar contracts was satisfactory or better. To be considered satisfactory, the contractor must have satisfactory responses from references.

**NOTE:** The contractor (offeror) is responsible to ensure that at least three (3) Customer Satisfaction Survey Forms (attached) are submitted by third-party reference customers. These forms are to be filled out and submitted directly by your reference customers. Failure to secure at least three (3) Customer Satisfaction Survey Forms from third-party reference customers may eliminate your offer from consideration.

**Criterion #2. Qualifications of key personnel**

- **Project Manager** – At least 3 years’ experience in this position, with at least one (1) airport project similar to the one outlined in the project specifications as the Project Manager; AND
- **Superintendent** – At least 3 years’ experience in this position, with at least one (1) airport project similar to the one outlined in the project specifications as the Superintendent.

**Standard for Evaluation:** This standard is met when:

- ▷ The key personnel’s’ resumes reflect related experience as it pertains to this contract.

**Criterion #3. Company Resources**

- Demonstration of adequate resources to include equipment to be used for this project.

**Standard for Evaluation:** This standard is met when:

- ▷ The company appears to have adequate resources or has the ability to obtain adequate resources to successfully complete this project.

**M004. CONSIDERATION OF PRICE**

The offeror shall submit pricing information as prescribed in PART I - SECTION B of the Request for Offers. Offeror should assure that their proposal reflects their ‘Best and Final’ offer of price.

Each offeror is required to provide a price for each contract line item (CLIN). Failure to comply may result in the rejection of the subject offer. A single award shall be made. There shall be no split award. In the event that the CLIN price for any line item is materially unbalanced, the entire offer may be rejected without discussion with the offeror.

In the event of any disparity between the CLIN price and the total offered price, the CLIN price shall be deemed correct, and the total offered amount shall be revised accordingly, unless available information indicates otherwise.

**CUSTOMER SATISFACTION SURVEY (PAGE 1 OF 2)**  
DTFAWN-12-R-00150 Localizer on Runway 27R at Oakland International Airport

**SECTION 1 -- TO BE COMPLETED BY THE OFFEROR AND PROVIDED TO THE CUSTOMER REFERENCE**

**Name of Firm Being Evaluated:** \_\_\_\_\_

**Project Title & Location:** \_\_\_\_\_

**Project Dollar Value:** \_\_\_\_\_

**Year Completed:** \_\_\_\_\_ **Project Manager:** \_\_\_\_\_

**SECTION 2 -- TO BE COMPLETED BY THE CUSTOMER REFERENCE AND E-MAILED, MAILED, HAND-DELIVERED OR FAXED DIRECTLY TO:** Forms submitted by other than the customer (i.e., by the offeror), will not be considered.

FAA  
Attn: Dale Brown, ANM-52  
1601 Lind Ave SW  
Renton, WA 98057

OR

[dale.brown@faa.gov](mailto:dale.brown@faa.gov) (preferred)

fax: 425.227.1055

OVERVIEW: The firm shown above has submitted a proposal on a Federal Aviation Administration solicitation and provided your name as a customer reference. Part of our evaluation process requires information on the firm's past performance. Your input is important to us and responses are required by 2:00 PM on August 17, 2012 for inclusion in this evaluation. Your assistance is greatly appreciated.

In blocks below, please indicate your overall level of satisfaction with work performed by the firm shown in Section 1. Mark *Not Applicable* (N/A) for any areas that do not apply. Provide any additional comments on page 2.

	On this project, the firm:	Satisfaction					
		Low			High	N/A	
1.	Kept You Informed & Treated You as Important Member of the Team	1	2	3	4	5	N/A
2.	Displayed Flexibility in Responding to Your Needs	1	2	3	4	5	N/A
3.	Displayed Initiative in Problem Solving	1	2	3	4	5	N/A
4.	Resolved Your Concerns	1	2	3	4	5	N/A
5.	Completed Your Project Milestones on Time	1	2	3	4	5	N/A
6.	Managed the Project Effectively (including adequate Cost Controls)	1	2	3	4	5	N/A
7.	Managed their Work Force Effectively (including Subcontractors)	1	2	3	4	5	N/A
8.	Maintained an Effective Quality Control Program	1	2	3	4	5	N/A
9.	Provided Warranty Support	1	2	3	4	5	N/A
10.	Maintained Operational Continuity at Existing Facility During Project	1	2	3	4	5	N/A
11.	Minimized Adverse Construction Impacts on Ongoing Operations	1	2	3	4	5	N/A
12.	<b>Your OVERALL Level of Customer Satisfaction</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>N/A</b>
13.	Was payment withheld or liquidated damages assessed? (If yes, please describe below).	Yes.....No.....N/A					

**CUSTOMER SATISFACTION SURVEY (PAGE 2 OF 2)**  
DTFANM-12-R-00150

14. **REMARKS: (Discuss strengths and weaknesses of the firm)**

**Your Name:** \_\_\_\_\_ **Phone Number:** \_\_\_\_\_

**Firm Name:** \_\_\_\_\_

**Relationship to this Project:** \_\_\_\_\_